

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

K-RON MIRROR & MOLDING, INC.
395 Broad Avenue
Ridgefield, NJ 07657

vs.

PREFERRED MUTUAL INSURANCE
COMPANY
1 Preferred Way
New Berlin, NY 13411

CIVIL ACTION

NO.:

CIVIL ACTION COMPLAINT (1C - Contract)

Plaintiff, K-Ron Mirror and Molding, Inc., by and through its attorneys, Law Offices of Jonathan Wheeler, P.C., files this Civil Action Complaint against Preferred Mutual Insurance Company as follows:

I. IDENTIFICATION OF PARTIES AND BASIS OF JURISDICTION

1. Plaintiff, K-Ron Mirror and Molding, Inc., is a corporation duly organized and existing under the laws of the State of New Jersey, with an address for service at the address set forth above.

2. Defendant, Preferred Mutual Insurance Company (“Preferred”), is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above. Preferred regularly conducts business and issues policies of insurance within the City and County of Philadelphia.

3. This Court has jurisdiction pursuant to 28 U.S.C. §1332, there being complete

diversity between the parties, and the amount in controversy being in excess of \$75,000.00, exclusive of interest and costs.

II. OPERATIVE FACTS

4. Defendant, Preferred , in its regular course of business issued to Plaintiff a policy of insurance ("the Policy"), numbered CPP0110606950, covering Plaintiff's place of business located at 395 Broad Avenue, Ridgefield, NJ 07657 ("the premises"). (A true and correct copy of the declarations page to the policy of insurance is attached hereto as Exhibit "A").

5. On or about July 12, 2014 while the Policy was in full force and effect, Plaintiff suffered sudden and accidental direct physical loss and damage to the insured premises believed to be the result of a peril or perils insured against under the Policy issued by Preferred, to wit, water infiltration and resulting damage to the insured premises and the contents thereof, together with a consequential loss of use of the premises in an amount in excess of \$75,000.00.

6. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

7. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the loss, or submit to the appraisal process.

8. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$75,000.00.

COUNT I
In Assumpsit - Breach of Contract

9. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

10. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

11. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's loss, Defendant has not paid to Plaintiff all of the policy benefits to which Plaintiff is entitled under the Policy.

12. Defendant's denial of coverage was made without a reasonable basis in fact.

13. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

14. Defendant's refusal to submit this matter to appraisal constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$75,000.00, together with interest and court costs.

LAW OFFICES OF JONATHAN WHEELER, P.C.

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Philadelphia, PA 19103
(215) 568-2900
Attorney for Plaintiff(s)

EXHIBIT

A

POLICY ISSUED ON THE CO-OPERATIVE PLAN

NON ASSESSABLE POLICY

**COMMERCIAL
POLICY**

**PREFERRED MUTUAL
INSURANCE COMPANY**

Security. Vision. Strength.®

One Preferred Way ■ New Berlin, NY 13411
1.800.333.7642 ■ preferredmutual.com

Policy CPP 0110606950 *effective* 05/02/2014 *to* 05/02/2015

was prepared for: K RON ART & MIRROR INC

Preferred Mutual representative:

DONG-E INSURANCE AGENCY
(201)503-0003
29-23900

PREFERRED MUTUAL INSURANCE COMPANY**POLICY ISSUED ON THE CO-OPERATIVE PLAN****COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS****DIRECT BILL
RENEWAL BUSINESS**Policy Number: **CPP 0110 60 69 50**Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)
K RON ART & MIRROR INC**395 BROAD AVE
RIDGEFIELD NJ 07657**Replacement or
Renewal Number of **CPP 0100606950**Policy Period: From **05/02/2014** to **05/02/2015** 12:01 A.M. standard time at the mailing address of the
named insured as stated herein.IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial Property Coverage Part	\$ <u>1,164.00</u>
Commercial General Liability Coverage Part	\$ <u>546.00</u>
Commercial Crime Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Owners & Contractors Protective Liability Coverage Part	\$ _____
Commercial Auto Coverage Part (Not Applicable in Massachusetts)	\$ _____
NJSC	\$ <u>15.00</u>
TOTAL	\$ <u>1,725.00</u>

Countersigned: **04/22/2014**

By _____

Authorized Representative

29-23900**DONG-E INSURANCE AGENCY
635 EAST PALISADE AVENUE
ENGLEWOOD CLIFFS NJ 07632
(201)503-0003**THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVER-
AGE FORMS(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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